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561, 103 S. E. 923; *Hapgoods v. Crawford* (1908) 125 App. Div. 856, 110 N. Y. Supp. 122. It necessarily follows that the libel to be actionable *per se* must be upon the corporation as distinguished from its individual members. *Brayton v. Police Co.* (1900) 63 Ohio, 83, 57 N. E. 1085; *Pa. Iron Works v. Voght Mach. Co.* (1906) 29 Ky. L. Rep. 861, 96 S. W. 551. Some libels, personal in their nature, depending on matters which require such a personality as a corporation can not possess, are not actionable by a corporation. Examples of these are charges of murder, incest, adultery, or corruption. *Manchester v. Williams* [1891] 1 Q. B. 94 (corruption); see *South Hetton Coal Co. v. N. E. News Assoc.* [1894] 1 Q. B. 133; *Metropolitan Omnibus Co. v. Hawkins* (1859, Exch.) 5 Jur. (N. S.) 226 (dicta as to murder, incest, and adultery). For a criticism of this view, see Bower, *A Code of the Law of Actionable Defamation* (1908) 279. Since a corporation has neither character to be affected nor feeling to be injured it must allege and prove special damage when its business reputation or property rights are not injuriously affected. *Kemple & Mill v. Kaighn* (1909) 131 App. Div. 63, 115 N. Y. Supp. 809; *Shoe & Leather Bank v. Thompson* (1865, N. Y.) 18 Abb. Pr. 413; *Memphis T. Co. v. Cumberland T. T. Co.* (1906, C. C. A. 6th) 145 Fed. 904; cf. *Riding v. Smith* (1876) 1 Exch. Div. 91. The fact that the editor, and not the corporation, was defamed, as the poster bore no imputation that the corporation entrusted the management of the paper to an unfit editor, justifies the view of the instant case. The acts charged were of such a nature that they could not have been committed by any other than a natural person; a corporation can no more be drunk than guilty of adultery or incest. Obviously the case is in harmony with the authorities.

HUSBAND AND WIFE—ACTION BY WIFE AGAINST HUSBAND FOR SERVICES.—For three years the plaintiff rendered service in her husband's place of business by waiting on customers and repairing instruments. She brought an action to recover upon a *quantum meruit* for her services. The defendant demurred on the ground that the complaint did not state facts sufficient to constitute a cause of action. Held, that the demurrer should be sustained. *Dorsett v. Dorsett* (1922, N. C.) 111 S. E. 541.

At common law a wife could not sue her husband; her service and labor during coverture were the property of her husband. 1 Blackstone, *Commentaries* *443; *Prescott v. Brown* (1843) 23 Me. 305; *Hinman v. Parkis* (1866) 33 Conn. 188. But the varying interpretations of Enabling Statutes, permitting actions by the wife against her husband, have thrown the law into some confusion. It is now generally provided that a wife is entitled to wages for services performed for third parties. N. Y. Cons. Laws, 1909, ch. 14, sec. 60; *Martin v. Robson* (1872) 65 Ill. 129. A wife is under no duty because of the marriage relation to perform services in her husband's business. *Carse v. Reticker* (1895) 95 Iowa, 25. Otherwise with reference to household services; hence even an express contract for compensation is not enforceable because of lack of consideration. *Bohanan v. Maxwell* (1921) 190 Iowa, 1308, 181 N. W. 683. There is good consideration for the husband's promise to pay for services in a business not connected with the home. *Nuding v. Urich* (1895) 169 Pa. 289, 32 Atl. 409; *Roche v. Union Trust Co.* (1899, Ind. App.) 52 N. E. 612. But some Enabling Statutes have been interpreted as not changing the common law rule that any services that the wife renders for the husband belong to him. N. Y. Laws, 1860, ch. 90, sec. 2; *Blaehinska v. Howard Mission* (1892) 130 N. Y. 497, 29 N. E. 755. This result has even been obtained where services were rendered to the husband's firm. *Turner v. Davenport* (1900) 61 N. J. Eq. 18, 47 Atl. 766. The majority view is with the instant decision in cases where there is no express promise. *Overbeck v. Ahlmeier* (1902) 106 Ill. App. 606; *contra, In re Cox* (1912, D. N. M.) 199 Fed. 952; cf. *Smith v. Axe* (1894) 14 Pa. Co. Ct. R. 532.

Since the wife is under no duty to assist her husband in his business and could recover for a similar service to a third party she should be able to recover from her husband, even in the absence of an express contract. The normal intra-family assumption that the services were volunteered as a gift should be rejected, however, only when the wife has regular duties and responsibilities as an employee and not when she lends her aid in emergencies, no matter how frequent. For the tort liability of the husband to the wife, see (1918) 27 YALE LAW JOURNAL, 564, 1081; (1922) 32 *ibid.* 196.

JURISDICTION—SUIT UPON CONTRACT TO PURCHASE LAND COGNIZABLE AT SITUS.—The plaintiff brought suit in X County to cancel his contract with the defendant for the purchase of land situated in Y County, on the ground of fraudulent misrepresentations by the defendant. A statute (N. C. Cons. Sts. 1919, sec. 463) provided that a suit involving the determination of a right or interest in real property must be brought in the county in which the land is situated. *Held*, that the action should have been brought in Y County. *Vaughn v. Fallin* (1922, N. C.) 111 S. E. 513.

The common law, distinguishing between transitory and local causes of action, requires the latter to be brought where the cause of action arises. The basis of the rule is historical. Storke, *The Venue of Actions of Trespass to Land* (1921) 27 W. VA. L. QUART. 301. Although it has been universally criticized as being technical, illogical, and unjust, it has been followed in almost every jurisdiction, and courts adhere to it under the doctrine of *stare decisis*. See Marshall, J., in *Livingston v. Jefferson* (1811, C. C. D. Va.) 15 Fed. Cas. No. 8411; (1922) 20 MICH. L. REV. 913. In this country it is applied not only to actions brought in one state concerning real property in another state but also to actions brought in one county concerning real estate in another county. Only one court has repudiated the distinction as between states (not between counties) and permitted a recovery if the cause of action is *in personam*, regardless of whether title to land is involved or not. *Little v. Chicago Ry.* (1896) 65 Minn. 48, 67 N. W. 846. The identical result has been reached in New York by statute. N. Y. C. C. P. sec. 982 (a), now Real Property Law, sec. 536; see *Jacobus v. Colgate* (1916) 217 N. Y. 235, 111 N. E. 837. Louisiana, not being bound by the common law, does not recognize the distinction. *Holmes v. Barclay* (1849) 4 La. Ann. 63. It has also been abolished in a few states as between counties. Albertsworth, *Leading Developments in Procedural Reform* (1922) 7 CORN. L. QUART. 310. The distinction should be between proceedings *in rem* and proceedings *in personam*. See Lord Mansfield in *Mostyn v. Fabrigas* (1774, K. B.) Cowp. 161, 176; Scott, *Fundamentals of Procedure in Actions at Law* (1922) 31. In accordance with this view it has been held that a suit to set aside a deed and to obtain specific performance of a contract to sell land is transitory when the decree operates *in personam* and not directly upon the land. *Hayes v. O'Brien* (1894) 149 Ill. 403, 37 N. E. 73; *cf. Massie v. Watts* (1810, U. S.) 6 Cranch, 148, 160; see Barbour, *Extra-Territorial Effect of the Equitable Decree* (1919) 17 MICH. L. REV. 527. In the instant case no real estate record was involved, the relief sought being merely the cancellation of the fraudulently procured contract for the purchase of land. The opposite result was reached in a case involving similar facts and a similar statute, on the ground that the decree would not affect title to land. *State, ex rel. Barrett, v. District Court* (1905) 94 Minn. 370, 102 N. W. 869; *cf. State, ex rel. Weld, v. District Court* (1920) 146 Minn. 422, 178 N. W. 1004; *English v. Gibbons* (1914) 79 Wash. 210, 140 Pac. 322. In view of the harshness of the rule it seems that relief should be refused only when the decree will directly affect title to realty outside the jurisdiction of the court.